

**MEMORANDUM OF AGREEMENT
BETWEEN THE
DEPARTMENT OF HOMELAND SECURITY
AND THE NON-PARTNER ORGANIZATION
(AGENCY NAME)
REGARDING USE OF
THE FEDERAL LAW ENFORCEMENT TRAINING CENTER
CHELTENHAM, MARYLAND**

PARTIES

The parties to this Memorandum of Agreement (MOA) are the Department of Homeland Security, Federal Law Enforcement Training Center, Cheltenham, Maryland (hereafter, Cheltenham Center or Cheltenham Facility) and the (AGENCY NAME), (AGENCY ACRONYM)

AUTHORITY

This MOA is authorized under the provisions of the Homeland Security Act 2002, codified in Title 6, United States Code; The Economy Act as amended (31 U.S.C. 1535); Public Law 106-346, dated October 23, 2000; the FY2005 Homeland Security Appropriations Act, Public Law 108-334, 118 Stat. 1298; the Government Employees Training Act (5 U.S.C. 4101 et seq.); the U.S. Department of Homeland Security Management Directive Number 0450.1, and the Delegation of Authority for Supervision of Organization and Order of Succession at the Federal Law Enforcement Training Center, 7050.02.

PURPOSE

This MOA between the (AGENCY ACRONYM) and the Department of Homeland Security (DHS), Federal Law Enforcement Training Center (FLETC) outlines the roles of the (AGENCY ACRONYM) and the FLETC relating to the training of (AGENCY ACRONYM) employees and use of the FLETC's Cheltenham, Maryland training facility.

This MOA agreement has no effect on any other agreement that may exist between the (AGENCY ACRONYM) and the FLETC.

This MOA is entered into pursuant to Public Law 106-346, dated October 23, 2000, which directs the FLETC "to establish and operate a metropolitan area law enforcement training center for the Department of the Treasury¹, other Federal agencies, the United States Capitol Police, and the Washington, D.C. Metropolitan Police Department, and state and local law enforcement

¹ Effective March 1, 2003, the FLETC's Parent agency became the Department of the Homeland Security. The FLETC Director serves under the authority of the Deputy Secretary, Department of Homeland Security.

agencies on a space available basis.”² The principal function of the Cheltenham center shall be for firearms and vehicle operations requalification, as well as, “meet priority needs for continuing professional training.”³ “The Federal Law Enforcement Training Center is authorized to obligate funds in anticipation of reimbursement from agencies receiving training sponsored by the Federal Law Enforcement Training Center. The costs of transportation to and from the center, ammunition, vehicles, and instruction at the center shall be funded either directly by participating law enforcement agencies, or through reimbursement of actual costs to this appropriation.”⁴

ROLES

A training manager, designated by the (AGENCY ACRONYM), and the FLETC’s Cheltenham Administration Division Chief, shall jointly manage and coordinate all (AGENCY ACRONYM) training programs and assigned facilities at the Cheltenham Center. The (AGENCY ACRONYM) training manager will be responsible for submitting requests for requalification training and facility use at the Cheltenham training facility to the Cheltenham Administration Division Chief at least sixty (60) days in advance of the quarter in which the training is required. However, short notice requests and changes will be handled on a case-by-case basis provided space is available and the (AGENCY ACRONYM) makes the notification no later than ten (10) days prior to the desired training or facility use. The Cheltenham Administration Division Chief will be responsible for scheduling all approved requests for requalification training at the firearms and driving ranges, as well as coordinating the use of common areas and other facilities at the Cheltenham Center.

Subject to the Freedom of Information Act (5 U.S.C. 552). Disclosure of information to the public regarding this MOA shall be made by (AGENCY ACRONYM) following consultation with DHS FLETC’s Disclosure Office, Office of Budget, Policy and Plans, Chief Information Officer Directorate.

The FLETC and the (AGENCY ACRONYM) have determined that the use of Cheltenham facilities for the short term advanced, in-service, and agency specific basic follow-on training is in the best interest of both organizations. The planning, coordination and scheduling of training at the Cheltenham Center by both the (AGENCY ACRONYM) and the FLETC is crucial to meeting both the (AGENCY ACRONYM)’s training requirements and the FLETC’s mission. Both the (AGENCY ACRONYM) and the FLETC therefore agree to the following:

A. FLETC

1. FLETC personnel assigned to the Cheltenham facility are committed to providing the highest quality training in the most cost effective and safe manner to all Federal law enforcement agencies.

² Public Law 106-346, “Department of Transportation and Related Agencies Appropriations, 2001,” 106th Congress, 2d ses., (Washington, DC, October 23, 2000).

³ Conference Report 106-940 for Public Law 106-346, (Washington, DC, October 5, 2000), page 156.

⁴ Public Law 106-346, “Department of Transportation and Related Agencies Appropriations, 2001,” 106th Congress, 2d ses., (Washington, DC, October 23, 2000).

2. The Cheltenham Deputy Assistant Director is responsible for maintaining, operating, and coordinating the use of the Cheltenham facility in order to serve all of the Federal law enforcement agencies in the metropolitan Washington, DC area. Additionally, state and local law enforcement agencies in the metropolitan Washington, DC area will be offered the use of the Cheltenham facility on a space-available basis.
3. The Cheltenham Scheduling Office will make every effort to accommodate (AGENCY ACRONYM) requests for facility usage provided sufficient advance notice is given.
4. The FLETC will maintain control, oversight, scheduling and responsibility for the maintenance and repairs of all buildings at the Cheltenham Center.
5. Prior to the start of each fiscal year, the FLETC Budget Division will provide your organization with a standard Reimbursable Agreement which delineates the organization's estimated training, supply, services, and equipment costs for the fiscal year, as well as the billing information.⁵

B. (AGENCY NAME)

1. The (AGENCY ACRONYM) will provide the Cheltenham Scheduling Office their projected annual requalification training requirements and facilities use (October 1 to September 30) by May 1st of each year in order for the FLETC to prepare its Cheltenham Operations Master Schedule, Facility Usage Schedule and budget requests. The Cheltenham Scheduling Office will address additions to the schedules, adjustments, and cancellations as soon as possible, as well as provide this information to the FLETC Training Management Division in Glynco, GA.
2. The (AGENCY ACRONYM) will schedule advanced and in-service firearms and driver requalification training at least sixty (60) days in advance of the quarter in which the training will be conducted, with the Cheltenham Scheduling Office, who will make every effort to meet the (AGENCY ACRONYM)'s requests in coordination with other agencies' use of the Cheltenham firing and driving ranges and facilities. Requests and changes made after the sixty (60) day lead time, will be handled on a case-by-case basis provided space is available and the (AGENCY ACRONYM) makes the notification no later than ten (10) days prior to the desired training or facility use.
3. The use of any Cheltenham facility will be coordinated and scheduled through the FLETC's Cheltenham Scheduling Office prior to the (AGENCY ACRONYM) conducting training or practical exercises. This is required to maintain order, safety, and appropriate coordination with other agencies using the Cheltenham facility.
4. Any (AGENCY ACRONYM) training requests or changes to firearms, driver or tactical training, or other FLETC training programs will be requested through the Cheltenham Scheduling Office as soon as possible after the training requirements are identified.

⁵ FLETC Directive Number 33-01.A, "Reimbursable Agreements" and DHS Management Directive 0710.1, Reimbursable Agreements.

5. The (AGENCY ACRONYM) will ensure that all firearms and driver training supervisors and instructors conducting training on the Cheltenham firing ranges and driving range are certified FLETC firearms and/or driver instructors, as appropriate, and are cognizant of range control standards as published by the FLETC.
6. The (AGENCY ACRONYM) shall conduct all firearms, driver, and tactical training in a manner that is safe, environmentally sound, and in compliance with published FLETC range policies and procedures.
7. The (AGENCY ACRONYM) will ensure that the Cheltenham facility utilized by the (AGENCY ACRONYM) for training are returned to their original condition at the conclusion of training. This responsibility includes the removal of all exercise refuse and debris that may be generated during the training. (AGENCY ACRONYM) will immediately report all maintenance problems and property damage to the Cheltenham Scheduling Office.
8. The (AGENCY ACRONYM) will require its students and staff to abide by FLETC policies and regulations while at the Cheltenham facility. Both the (AGENCY ACRONYM) and the FLETC agree that all problems of an academic and disciplinary nature concerning (AGENCY ACRONYM) students and staff will be referred to (AGENCY ACRONYM) supervisory personnel. The FLETC will not discipline students or staff from the (AGENCY ACRONYM), but will make available to the (AGENCY ACRONYM) all known information and assist the (AGENCY ACRONYM) in remediating or investigating any unsatisfactory academic performance or incident. The Director of the FLETC, however, retains the right to deny access to, or remove any (AGENCY ACRONYM) student or staff member from any FLETC facility, in accordance with FLETC directives and regulations, if he or she determines such an action is warranted. Such action will be taken only after notice and consultation with the (AGENCY ACRONYM) Director of Training.
9. (AGENCY ACRONYM) personnel attending training programs at the Cheltenham facility shall wear their agency uniform or other specified training attire. (AGENCY ACRONYM) personnel dressed in casual or civilian attire, while attending training programs at the FLETC's Cheltenham facility, are required to wear a clearly visible (AGENCY ACRONYM) or FLETC photo identification badge.
10. (AGENCY ACRONYM) agrees to comply with the requirements for the use of the Tactical Training Area (Attachment # 1).

POINTS OF CONTACT

1. The authorizing official for the (AGENCY NAME), or his/her designated representative, is the point of contact for all matters relating to (AGENCY ACRONYM) training operations at the Cheltenham Center.

Name
Office
Address
Phone Number
Fax Number
E-mail address

2. The Cheltenham Deputy Assistant Director, or his/her designated representative, is the point of contact for all training and facility use at the Cheltenham Center.

Name: Robert A. Smith
Office: Deputy Assistant Director, FLETC OCH
Address: 9000 Commo Rd, Cheltenham MD 20623
Phone Number: 301-868-5830
Fax Number: 301-868-6549
E-mail address: RA.Smith@dhs.gov

FACILITIES

The FLETC retains ownership of all buildings and grounds at its Cheltenham facility. The FLETC will maintain all buildings and grounds to ensure all facilities assigned to the (AGENCY ACRONYM) are clean, safe, and mechanically sound.

Any structural modifications requested by the (AGENCY ACRONYM) requiring new construction or renovations of space assigned to the (AGENCY ACRONYM) must be mutually agreed upon by both parties. In the absence of an appropriation sent directly to the FLETC, both parties agree that funding for such renovations or modifications will be reimbursed to the FLETC by the (AGENCY ACRONYM).

Building and office space assigned to the (AGENCY ACRONYM) will be appropriately identified by the FLETC with mutually approved signage.

The FLETC will provide secure temporary storage space for (AGENCY ACRONYM) weapons and ammunition used in training. As available, the FLETC will provide armory space for (AGENCY ACRONYM) weapons repair and storage.

FUNDING

The direct costs of training include tuition and miscellaneous costs, as defined by FLETC Directive 33-01.

The (AGENCY ACRONYM) will be asked to sign an annual “FLETC Reimbursable Support Agreement,” obligating (AGENCY NAME), subject to the availability of funds, to reimburse the FLETC for all actual costs of items and miscellaneous services listed in FLETC Directive 33-01 for “advanced training.” These miscellaneous costs include, but are not limited to, the following items and services:

- Ammunition
- Automated Data Processing Support/Services/Equipment
- Information Technology, Network Services, Telephone Services, Computer Support and Help Desk Services
- Unique Office Equipment
- Overtime Compensation
- Printing
- Telecommunications (Unique Monthly Service and Long Distance Charges)
- Supplies
- Reference Text/Publications
- Unbudgeted Space Renovation
- Miscellaneous (To cover cost of janitorial services, supplies, equipment repair)
- Utilities
- Vehicle Gas/Oil/Repair

A reimbursable agreement will be executed annually, and the FLETC Budget Division, Glynco, GA will prepare vouchers for reimbursement monthly and enter them into the Intra-governmental Payment And Collection System (IPAC) direct to the National Finance Center. Copies of IPAC billings and listing of itemized expenses will be provided to the (AGENCY NAME).

STAFFING

Since its inception in 1970, the FLETC has met its instructor staffing requirements by utilizing a methodology that requires organizations to provide detailed instructors to the FLETC. The number of detailed instructors is determined by a FLETC formula that takes into account the projected annual total number of instructor hours required to teach training programs at the FLETC (“Instructor Years”). This total is then divided in half, whereby the organization provides 50% of the instructional staff and the FLETC provides 50% of the instructors. The total number of detailed instructors is commensurate with the projected annual number of student throughput that is scheduled at the FLETC. Agency instructors are detailed to the FLETC for three (3) to five (5) year assignments to supplement the FLETC’s permanent instructional staff.

The (AGENCY ACRONYM) is encouraged to provide detailed firearms and driver instructors to the FLETC’s Cheltenham Firearms Training Division and Driver Training Division to assist with instructing their organization’s and other organizations’ requalification training. (AGENCY ACRONYM) firearms and driver instructors detailed to the FLETC’s Cheltenham training divisions will be certified FLETC firearms and/or driver instructors and will be supervised by their respective FLETC Division Chiefs.

(AGENCY ACRONYM) instructors detailed to the Cheltenham Firearms and Driver Training Divisions will be assigned to instruct their agency's classes as their primary work assignment. Where feasible, (AGENCY ACRONYM) instructors detailed to the FLETC will instruct classes composed of their agency personnel before being assigned to instruct other organizations' classes or FLETC programs.

(AGENCY ACRONYM) instructors detailed to the Cheltenham Firearms and Driver Training Divisions shall be supervisory officers, and will be responsible for supervising all (AGENCY ACRONYM) field personnel temporarily assigned to the Cheltenham facility.

The FLETC will staff all (AGENCY ACRONYM) firearms range training with at least two (2) firearms instructors (a range tower officer and a line safety officer). The FLETC firearms safety policy requires a one instructor to six shooters ratio be maintained during all semiautomatic firearms requalifications. The (AGENCY ACRONYM) is encouraged to staff the required number of firearms instructors to meet this 1:6 instructor to shooter ratio. However, if the required instructor to shooter ratio is not met by (AGENCY ACRONYM), the FLETC will provide certified firearms instructors on a reimbursable cost basis.

The FLETC and (AGENCY ACRONYM) recognize that there will be times in which detailed (AGENCY ACRONYM) instructors will be called upon to assist agency in-service or advanced training, practical exercises, special assignments, operational details, and other training. When this occurs, the (AGENCY ACRONYM) will coordinate in advance with the FLETC supervisor to reduce any adverse impact on the (AGENCY ACRONYM) or the FLETC training programs.

(AGENCY ACRONYM) instructors detailed to the FLETC training divisions for more than (ninety) 90 days will be given a performance appraisal by their FLETC supervisor. This appraisal will be provided to the (AGENCY ACRONYM) training director.

The FLETC recognizes many metropolitan Washington, D.C. law enforcement agencies have operational commitments and personnel shortages that prevent them from permanently assigning officers to the FLETC Cheltenham facility. In these cases, agencies are encouraged to have several of their employees trained and certified as FLETC firearms and driver operations adjunct instructors. These adjunct instructors will assist with (AGENCY ACRONYM)'s requalification training at the Cheltenham facility and will return to their regular duty assignment at the conclusion of the requalification session.

OTHER PROVISIONS

Nothing in this Agreement is intended to conflict with current law or regulation or the directives of the DHS or [other party]. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

EFFECTIVE DATE

This MOA shall take effect immediately upon the signature of both parties.

MODIFICATION/PERIODIC REVIEW

Either the FLETC or the (AGENCY ACRONYM) has the right to request a review of this MOA at any time. The party desiring an interim review shall provide the other party written notification not less than thirty (30) days prior to the requested review.

Changes to this MOA may only be made with the mutual consent of both parties and must be reduced to writing.

TERMINATION

Should either party wish to withdraw from this MOA, the party initiating such action must give the other party a minimum of thirty (30) days written notice.

Cynthia J. Atwood
Assistant Director
Field Training Directorate
Federal Law Enforcement Training Center
Department of Homeland Security

Date

Director
(Agency Name)

Date

**FEDERAL LAW ENFORCEMENT TRAINING CENTER
CHELTENHAM, MARYLAND
TACTICAL TRAINING POLICY**

1. Live-fire weapons are prohibited from use in any training venue outside the Firearms Division Range Complex (Building 5) and the live fire shoot house. All weapons used in non-lethal training will be dedicated non-lethal weapons that cannot be used as live-fire weapons.
2. A dedicated safety officer will be assigned to physically inspect all weapons prior to the start of each exercise. The safety officer will control entry and egress of the assigned training area.
3. Live-fire weapons are not to be carried into the Tactical Village and the firearm simulator areas (Basement, Building 1A). Weapons will be secured in the weapon lockers provided at the entrances to those areas. Other areas may, from time-to-time, be temporarily declared as “firearms prohibited zones”, as required for safety involving special events/training.
4. Immediately react to, and follow the commands given by instructors. The command, “Out of role,” and/or a whistle, will stop all action in scenario-based training.
5. Participants will wear all safety equipment appropriate to the training activity.
6. The use of “flash-bangs” or other similar explosive devices are prohibited, except in the live fire shoot house.
7. The use of jam-spreaders, rams, or similar entry devices is prohibited, except in the live fire shoot house.
8. All training will be confined to the specific area(s) you are scheduled. Officers/Agents in training should not stray into adjacent training venues, or interfere with another agency’s training.
9. All training must be scheduled, in advance, with the FLETC scheduling office, (301) 877-8515 or (301) 877-8516. If your agency must cancel a scheduled training event, please call the same number at the earliest possible time.
10. All training accidents will be reported to the FLETC staff. Call 301-877-8400 in an emergency. Please report any inoperative, missing, or damaged property to the FLETC staff at the Cheltenham Scheduling Office.